

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			RATING		PAGE 1 OF 47 PAGES	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER ED-08-R-0023		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED MAY 29, 2008		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY Contracts & Acquisitions Mgt., Group A 550 12th St SW - 7th Floor Washington DC 20202-4210			CODE CPOA		8. ADDRESS OFFER TO (If other than Item 7) Contracts & Acquisitions Mgt., Group A 550 12th St SW - 7th Floor Washington DC 20202-4210				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".									
<b>SOLICITATION</b>									
9. Sealed offers in original and <u>5</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <b>12:00 PM</b> local time <b>JUN 30, 2008</b> ET (Hour) (Date)									
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.									
10. FOR INFORMATION		A. NAME Veronica L. Price			B. TELEPHONE (NO COLLECT CALLS) 202-245-6158			C. E-MAIL ADDRESS Veronica.Price@ed.gov	
<b>11. TABLE OF CONTENTS</b>									
(X)	SEC.	DESCRIPTION		PAGES(S)	(X)	SEC.	DESCRIPTION		PAGE(S)
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES				
X	A	SOLICITATION/CONTRACT FORM		1 - 1	X	I	CONTRACT CLAUSES		17 - 22
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS		6 - 6	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.				
X	C	DESCRIPTION/SPECS./WORK STATEMENT		7 - 7	X	J	LIST OF ATTACHMENTS		23 - 23
X	D	PACKAGING AND MARKING		8 - 8	PART IV - PRESENTATIONS AND INSTRUCTIONS				
X	E	INSPECTION AND ACCEPTANCE		9 - 9	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		24 - 31
X	F	DELIVERIES OR PERFORMANCE		10 - 10	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		32 - 44
X	G	CONTRACT ADMINISTRATION DATA		11 - 11	X	M	EVALUATION FACTORS FOR AWARD		45 - 47
X	H	SPECIAL CONTRACT REQUIREMENTS		12 - 16					
<b>OFFER</b>									
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT				10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)	
(See Section I, Clause No. 52.232-8)									
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NUMBER		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE			18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>									
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION See Schedule			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C 23004(c) ( ) <input type="checkbox"/> 41 U.S.C 253(c) ( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM		
24. ADMINISTERED BY				CODE		25. PAYMENT WILL BE MADE BY			
26. NAME OF CONTRACTING OFFICER (Type or print)					27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)			28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice. (Must be fully completed by offeror)

## Table of Contents

<b>SECTION B</b>	<b>SUPPLIES OR SERVICES AND PRICES/COSTS.....</b>	<b>6</b>
B. 1	216-70 AWARD FEE (APR 1984).....	6
B. 2	301-8 ESTIMATED COST, BASE FEE AND AWARD FEE (APRIL 1984).....	6
<b>SECTION C</b>	<b>DESCRIPTION/SPECIFICATIONS/WORK STATEMENT.....</b>	<b>7</b>
C. 1	302-2 SCOPE OF WORK (FEBRUARY 1985).....	7
<b>SECTION D</b>	<b>PACKAGING AND MARKING.....</b>	<b>8</b>
D. 1	303-1 SHIPMENT AND MARKING (MARCH 1986).....	8
<b>SECTION E</b>	<b>INSPECTION AND ACCEPTANCE.....</b>	<b>9</b>
E. 1	304-1 INSPECTION AND ACCEPTANCE (FEBRUARY 1985).....	9
<b>SECTION F</b>	<b>DELIVERIES OR PERFORMANCE.....</b>	<b>10</b>
F. 1	305-4 PERIOD OF PERFORMANCE (MARCH 1986).....	10
F. 2	305-6 DELIVERABLES (MARCH 1986).....	10
F. 3	305-8 DELIVERY SCHEDULE (MARCH 1986).....	10
<b>SECTION G</b>	<b>CONTRACT ADMINISTRATION DATA.....</b>	<b>11</b>
G. 1	306-1 INVOICE AND CONTRACT FINANCING REQUEST SUBMISSION (JAN 2007).....	11
G. 2	306-2 ADDITIONAL REQUIREMENTS FOR CONTROL OF GOVERNMENT PROPERTY (JANUARY 1989).....	11
G. 3	306-5 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (FEB 2006).....	11
G. 4	306-8 CONTRACT ADMINISTRATOR (FEB 1985).....	11
G. 5	306-9 PROVISIONAL AND NEGOTIATED FINAL OVERHEAD RATES (OCTOBER 1993).....	11
<b>SECTION H</b>	<b>SPECIAL CONTRACT REQUIREMENTS.....</b>	<b>12</b>
H. 1	301-20 PROHIBITION OF DISCRIMINATION AGAINST INDIVIDUALS WITH DISABILITIES (FEB 1995).....	12
H. 2	305-2 REPORT OF CONSULTANTS (MARCH 1986).....	12
H. 3	307-13 DEPARTMENT SECURITY REQUIREMENTS (JUNE 2006).....	12
H. 4	307-15 WITHHOLDING OF CONTRACT PAYMENTS - SECURITY (JUN 2006).....	12
H. 5	307-17 CONFLICT OF INTEREST (AUG 2007).....	13
H. 6	307-19 REDACTED PROPOSALS (DECEMBER 1998).....	13
H. 7	307-2 KEY PERSONNEL DESIGNATION (MARCH 1985).....	14
H. 8	307-3 DUAL COMPENSATION (MARCH 1985).....	14
H. 9	307-5 PAYMENT OF TRAVEL EXPENSES AND FEES FOR ED EMPLOYEES (MARCH 1985).....	14
H. 10	307-7a PUBLICATION AND AUDIO-VISUAL PRODUCTION (MAY 1997).....	14
H. 11	307-8 PAYMENT OF PRINTING TO BE PERFORMED BY THE GOVERNMENT PRINTING OFFICE (APRIL 1992).....	14
H. 12	316-1 ACCESSIBILITY OF SOFTWARE (OCTOBER 1999).....	14
H. 13	317-1 ACCOMMODATION/ACCESSIBILITY FOR THE DISABLED (OCTOBER 1999).....	15
<b>SECTION I</b>	<b>CONTRACT CLAUSES.....</b>	<b>17</b>
I. 1	52.202-1 DEFINITIONS (JUL 2004).....	17
I. 2	52.203-3 GRATUITIES (APR 1984).....	17
I. 3	52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984).....	17
I. 4	52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006).....	17
I. 5	52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995).....	17
I. 6	52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN1997).....	17
I. 7	52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997).....	17
I. 8	52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007).....	17
I. 9	52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007).....	17
I. 10	52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000).....	17
I. 11	52.204-7 CENTRAL CONTRACTOR REGISTRATION (JULY 2006).....	17
I. 12	52.207-3 RIGHT OF FIRST REFUSAL OF EMPLOYMENT (MAY 20-06).....	17
I. 13	52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006).....	17
I. 14	52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991).....	17

## Table of Contents

I. 15	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991).....	17
I. 16	52.215-2 I	{52.215-2 I} [RESERVED].....	18
I. 17	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997).....	18
I. 18	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997).....	18
I. 19	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997).....	18
I. 20	52.216-7	ALLOWABLE COST AND PAYMENT (DEC 2002).....	18
I. 21	52.217-8	OPTION TO EXTEND SERVICES (NOV 1999).....	18
I. 22	52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).....	18
I. 23	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004).....	18
I. 24	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2007).....	18
I. 25	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999).....	18
I. 26	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997).....	18
I. 27	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996).....	18
I. 28	52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999).....	19
I. 29	52.222-26	EQUAL OPPORTUNITY (MAR 2007).....	19
I. 30	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. [SEP 2006].....	19
I. 31	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006).....	19
I. 32	52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004).....	19
I. 33	52.222-50	COMBATING TRAFFICKING IN PERSONS (AUG 2007).....	19
I. 34	52.223-6	DRUG-FREE WORKPLACE (MAY 2001).....	19
I. 35	52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003).....	19
I. 36	52.224-1	PRIVACY ACT NOTIFICATION (APR 1984).....	19
I. 37	52.224-2	PRIVACY ACT (APR 1984).....	19
I. 38	52.225-1	BUY AMERICAN ACT--SUPPLIES (JUN 2003).....	19
I. 39	52.225-5	TRADE AGREEMENTS (NOV 2007).....	19
I. 40	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006).....	19
I. 41	52.227-1	AUTHORIZATION AND CONSENT (DEC 2007).....	19
I. 42	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT ONFRINGEMENT (DEC 2007).....	19
I. 43	52.227-3	PATENT INDEMNITY (APR 1984).....	20
I. 44	52.227-17	RIGHTS IN DATA--SPECIAL WORKS (DEC 2007).....	20
I. 45	52.227-21	TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT--MAJOR SYSTEMS (DEC2007).....	20
I. 46	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1998).....	20
I. 47	52.230-5	COST ACCOUNTING STANDARDS--EDUCATIONAL INSTITUTION (APR 1998).....	20
I. 48	52.232-17	INTEREST (JUN 1996).....	20
I. 49	52.232-18	AVAILABILITY OF FUNDS (APR 1984).....	20
I. 50	52.232-22	LIMITATION OF FUNDS (APR 1984).....	20
I. 51	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986).....	20
I. 52	52.232-25	PROMPT PAYMENT (OCT 2003).....	20
I. 53	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003).....	20
I. 54	52.233-1 I	DISPUTES (JUL 2002)--ALTERNATE I (DEC 1991).....	20
I. 55	52.233-2	SERVICE OF PROTEST (SEP 2006).....	20
I. 56	52.233-3 I	PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985).....	21
I. 57	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004).....	21
I. 58	52.237-3	CONTINUITY OF SERVICES (JAN 1991).....	21
I. 59	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984).....	21
I. 60	52.242-3	PENALTIES FOR UNALLOWABLE COSTS (MAR 2001).....	21
I. 61	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997).....	21
I. 62	52.242-13	BANKRUPTCY (JUL 1995).....	21
I. 63	52.242-14	SUSPENSION OF WORK (APR 1984).....	21
I. 64	52.242-15 I	STOP-WORK ORDER (AUG 1989)--ALTERNATE I (APR 1984).....	21
I. 65	52.242-17	GOVERNMENT DELAY OF WORK (APR 1984).....	21
I. 66	52.243-2 I	CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE I (APR 1984).....	21

## Table of Contents

I. 67	52.243-7	NOTIFICATION OF CHANGES (APR 1984).....	21
I. 68	52.244-2 I	SUBCONTRACTS (JUN 2007)--ALTERNATE I (JUN 2007).....	21
I. 69	52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996).....	21
I. 70	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007).....	21
I. 71	52.245-5	{52.245-5} [RESERVED].....	22
I. 72	52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984).....	22
I. 73	52.246-20	WARRANTY OF SERVICES (MAR 2001).....	22
I. 74	52.246-25	LIMITATION OF LIABILITY--SERVICES (FEB 1997).....	22
I. 75	52.247-34	F.O.B. DESTINATION (NOV 1991).....	22
I. 76	52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)...	22
I. 77	52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004).....	22
I. 78	52.249-14	EXCUSABLE DELAYS (APR 1984).....	22
I. 79	52.252-2	CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	22
I. 80	52.253-1	COMPUTER GENERATED FORMS (JAN 1991).....	22
<b>SECTION J LIST OF ATTACHMENTS.....</b>			<b>23</b>
J. 1	309-1a	LIST OF ATTACHMENTS (APRIL 1984).....	23
<b>SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS.....</b>			<b>24</b>
K. 1	307-17a	CONFLICT OF INTEREST CERTIFICATION (AUG 2007).....	24
K. 2	310-1	REPRESENTATION AUTHORITY (JANUARY 2005).....	25
K. 3	310-10	GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (APRIL 1984).....	25
K. 4	310-16	POST EMPLOYMENT CONFLICT OF INTEREST (MARCH 1985).....	27
K. 5	310-6	DUPLICATION OF COST (MARCH 1985).....	27
K. 6	310-9	APPROVAL OF ACCOUNTING SYSTEM (MARCH 1985).....	27
K. 7	313-1	CERTIFICATION OF SUBCONTRACTING (AUGUST 1998).....	28
K. 8	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007).....	28
K. 9	52.204-3	TAXPAYER IDENTIFICATION (OCT 1998).....	28
K. 10	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006).....	29
K. 11	52.209-5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001).....	30
K. 12	52.215-6	PLACE OF PERFORMANCE (OCT 1997).....	30
K. 13	52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999).....	30
K. 14	52.223-13	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003).....	31
<b>SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS.....</b>			<b>32</b>
L. 1	311-1	TYPE OF CONTRACT (MARCH 1986).....	32
L. 2	311-3	TECHNICAL PROPOSAL INSTRUCTIONS (MARCH 1986).....	32
L. 3	MSIX	BUSINESS VOLUME INSTRUCTIONS.....	35
L. 4	311-5	FORMS CLEARANCE PROCESS (MARCH 1986).....	37
L. 5	311-6	CLARIFICATION QUESTIONS (APRIL 1998).....	37
L. 6	311-7	PROVISION FOR EVALUATION FACTOR AMENDMENTS (MARCH 1986).....	38
L. 7	311-9	COMMENTS ON SMALL BUSINESS REGULATORY ENFORCEMENT(JUNE 1998).....	38
L. 8	314-1	PAST PERFORMANCE REPORT (MAR 1996).....	38
L. 9	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003).....	40
L. 10	52.215-1 I	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)--ALTERNATE I (OCT 1997).....	40
L. 11	52.215-16	FACILITIES CAPITAL COST OF MONEY (JUN 2003).....	42
L. 12	52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993).....	42
L. 13	52.233-2	SERVICE OF PROTEST (SEP 2006).....	42
L. 14	52.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....	42
L. 15	Past Performance Vol.	Instructions.....	43
L. 16	NOTIFICATION OF ORAL PRESENTATION.....		43
L. 17	ORAL PRESENTATION INFORMATION.....		43
<b>SECTION M EVALUATION FACTORS FOR AWARD.....</b>			<b>45</b>

**Table of Contents**

M. 1 312-2 EVALUATION FACTORS FOR AWARD (MAY 2004).....45

M. 2 MSIX EVALUATION FACTORS.....46

M. 3 52.217-5 EVALUATION OF OPTIONS (JUL 1990).....46

M. 4 BUSINESS EVALUATION.TXT.....46

**SECTION B**  
**SUPPLIES OR SERVICES AND PRICES/COSTS**

B. 1    216-70 AWARD FEE (APR 1984)

The amount of award fee the Contractor earns, if any, is based on a subjective evaluation by the Government of the quality of the Contractor's performance in accordance with the award fee plan. The Government will determine the amount of award fee every 12 Months months beginning with TBD . The Fee Determination Official (FDO) will unilaterally determine the amount of award fee. The FDO's determination will be in writing to the Contractor and is not subject to the "Disputes" clause. The Government may unilaterally change the award fee plan at any time and will provide such changes in writing to the Contractor prior to the beginning of the applicable evaluation period. The Contractor may submit a voucher for the earned award fee. Available award fee not earned during one period does not carry over to subsequent periods.

B. 2    301-8 ESTIMATED COST, BASE FEE AND AWARD FEE (APRIL 1984)

(a) The estimated cost of this contract is (TBD) . (b) The base fee is (TBD) . (c) The award fee pool available for award for this contract is (TBD) . (d) This contract will be modified to reflect the award fee awarded as award fee determinations are made.

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

C. 1    302-2 SCOPE OF WORK (FEBRUARY 1985)

The contractor shall furnish all personnel, materials, services, and facilities necessary to perform the requirements set forth in the Statement of Work, ATTACHMENT A - Migrant Student Information Exchange (MSIX) Independent Verification and Validation (IV&V) . This shall also be done in accordance with the specified General and Special Provisions and the contractor's final technical proposal, which are hereby incorporated by reference as a part of the contract.

**SECTION D**  
**PACKAGING AND MARKING**

D. 1 303-1 SHIPMENT AND MARKING (MARCH 1986)

(a) The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract. (b) Ship deliverable items to: 550-12th Street, SW PCP-Room 7165 Washington DC 20202-4210; with a CC: (THE COR) @ US Department of Education (TBD) (c) Mark deliverables for: Stephanie Girard, Contracting Officer and Veronica L. Price, Contract Specialist

**SECTION E**  
**INSPECTION AND ACCEPTANCE**

E. 1     304-1 INSPECTION AND ACCEPTANCE (FEBRUARY 1985)

Pursuant to the inspection clause, Section I, final inspection and acceptance of all contracted items shall be made by the Contracting Officer.

**SECTION F**  
**DELIVERIES OR PERFORMANCE**

F. 1 305-4 PERIOD OF PERFORMANCE (MARCH 1986)

The period of performance shall be from 12 months from the date of award for the Base Year. to  
(Clause to be updated at time of award) , inclusive of all specified deliveries and/or task work.

F. 2 305-6 DELIVERABLES (MARCH 1986)

All deliverables shall be submitted in accordance with the kinds,  
quantities and dates indicated in the attached Statement of  
Work.

F. 3 305-8 DELIVERY SCHEDULE (MARCH 1986)

The following items shall be delivered under this contract:

See ATTACHMENT E.

**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**G. 1 306-1 INVOICE AND CONTRACT FINANCING REQUEST SUBMISSION (JAN 2007)**

(A) The Government agrees to pay the Contractor, as complete compensation for all work and services performed and materials furnished under this contract those allowable costs defined in the contract clause entitled "ALLOWABLE COST AND PAYMENT" in an amount not to exceed the estimated costs specified in the contract. (B) The contractor shall submit invoices electronically as an attachment to a message to OCFOCAMINVOICING@ED.GOV. The subject area of the message shall contain the invoice number, contract number, and contract specialist's name. The electronic copy of the invoice shall be in a format that is supported by Microsoft Office (Microsoft Word or Excel), or Adobe Acrobat (.pdf). (C) The Contractor shall prepare invoices and contract financing requests in accordance with the attached billing instructions. (See ATTACHMENT D- PROPER INVOICE REQUIREMENTS. Additionally, the Contract Specialist shall be cc: on all invoice submissions. )

**G. 2 306-2 ADDITIONAL REQUIREMENTS FOR CONTROL OF GOVERNMENT PROPERTY (JANUARY 1989)**

(A) The contractor shall request written authorization from the contracting officer before acquiring any contractually necessary property to which the Government will have title. The request shall include complete descriptions of all individual items which will exceed \$1,000 in cost, including:

- (a) a brief statement of function;
- (b) manufacturer and manufacturer's brand name, model or part number;
- (c) vendor and its proposed price;

(B) Management of government property in the possession of the contractor shall be in accordance with FAR Part 45. The contractor shall provide an annual report of total property acquisition cost, as required by FAR 45.505-14.

**G. 3 306-5 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (FEB 2006)**

(a) The Contracting Officer's Representative (COR) is responsible for the technical aspects of the project, technical liaison with the Contractor, and any other responsibilities that are specified in the contract. These responsibilities include inspecting all deliverables, including reports, and recommending acceptance or rejection to the Contracting Officer. (b) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor requests for changes shall be submitted in writing directly to the Contracting Officer or through the COR. No such changes shall be made without the written authorization of the Contracting Officer. (c) The COR's name and address: <TO BE FILLED IN AT AWARD> <TO BE FILLED IN AT AWARD> <TO BE FILLED IN AT AWARD> <TO BE FILLED IN AT AWARD> The COR may be changed by the Government at any time, but notification of the change, including the name and address of the successor COR, will be provided to the Contractor by the Contracting Officer in writing.

**G. 4 306-8 CONTRACT ADMINISTRATOR (FEB 1985)**

The Contractor shall designate one individual to be contacted during the period of the contract for prompt contract administration. <TO BE FILLED IN AT AWARD> <TO BE FILLED IN AT AWARD> <TO BE FILLED IN AT AWARD> <TO BE FILLED IN AT AWARD> <TO BE FILLED IN AT AWARD>

**G. 5 306-9 PROVISIONAL AND NEGOTIATED FINAL OVERHEAD RATES (OCTOBER 1993)**

(a) Pending the establishment of final indirect cost rates, as required by the clause entitled "Allowable Cost and Payment" FAR 52.216-7, the Contractor shall be reimbursed for its indirect costs on the basis of the negotiated provisional, or billing, rates as set forth below. Those rates shall remain in effect until the contract is modified to incorporate either negotiated final indirect rates, as directed by either paragraph (d) or (f) of the same clause, as applicable, or revised provisional indirect cost rates, as explained in paragraph (e). (b) The provisional overhead rate(s) applicable to this contract: <TO BE FILLED IN AT AWARD>

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H. 1 301-20 PROHIBITION OF DISCRIMINATION AGAINST INDIVIDUALS WITH DISABILITIES (FEB 1995)

The contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 including Section 302, which provides that:

"No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation by any person who owns, leases (or leases to), or operates a place of public accommodation."

Failure to comply with the Americans with Disabilities Act of 1990, as amended, shall be considered a failure to comply with the terms of this contract.

### H. 2 305-2 REPORT OF CONSULTANTS (MARCH 1986)

The contractor must maintain a written report for the files on the results of all consultations charged to this contract. This report must include, at a minimum: (1) the consultant's name, dates, hours and amount charged to the contract, (2) the names of the contractor or subcontractor staff to whom the services are provided, and (3) the results of the subject matter of the consultations.

### H. 3 307-13 DEPARTMENT SECURITY REQUIREMENTS (JUNE 2006)

The Contractor and its subcontractors shall comply with Department Security policy requirements as set forth in: A. The Statement of Work of this contract; B. The Privacy Act of 1974 (P.L. 93-579, U.S.C. 552a); C. The U. S. Department of Education Handbook for Information Assurance Security Policy, OCIO-01 (March 2006); and D. The U.S. Department of Education Departmental Directive OM:5-101, "Contractor Employee Personnel Security Screenings." The Contractor may request copies of the above referenced documents by contacting the Contract Specialist via phone at (202) 245-6158 or via e-mail at VERONICA.PRICE@ED.GOV. Contractor employee positions required under this contract and their designated risk levels: High Risk (HR): Moderate Risk (MR): Program Manager 5(C); Technical Team Lead 5(C); Systems Engineer 5(C) Low Risk (LR): All contractor employees must undergo personnel security screening if they will be employed for thirty (30) days or more, in accordance with Departmental Directive OM:5-101, "Contractor Employee Personnel Screenings." The type of screening and the timing of the screening will depend upon the nature of the contractor position, the type of data to be accessed, and the type of information technology (IT) system access required. Personnel security screenings will be commensurate with the risk and magnitude of harm the individual could cause. The contractor shall: - Ensure that all non-U.S. citizen contractor employees are lawful permanent residents of the United States or have appropriate work authorization documents as required by the Department of Homeland Security, Bureau of Immigration and Appeals, to work in the United States. - Ensure that no employees are assigned to High Risk designated positions prior to a completed preliminary screening. - Submit all required personnel security forms to the Contracting Officer's Representative (COR) within 24 hours of an assignment to a Department contract and ensure that the forms are complete. - Ensure that no contractor employee is placed in a higher risk position than that for which he or she was previously approved, without the approval of the Contracting Officer or his or her representative, the Department Personnel Security Officer, and the Computer Security Officer. - Ensure that all contractor employees occupying High Risk designated positions submit forms for reinvestigation every five (5) years for the duration of the contract or if there is a break in service to a Department contract of 365 days or more. - Report to the COR all instances of individuals seeking to obtain unauthorized access to any departmental IT system, or sensitive but unclassified and/or Privacy Act protected information. - Report to the COR any information that raises an issue as to whether a contractor employee's eligibility for continued employment or access to Department IT systems, or sensitive but unclassified and/or Privacy Act protected information, promotes the efficiency of the service or violates the public trust. - Withdraw from consideration under the contract any employee receiving an unfavorable adjudication determination. - Officially notify each contractor employee if he or she will no longer work on a Department contract. - Abide by the requirements in Departmental Directive OM:5-101, "Contractor Employee Personnel Screenings." Further information including definitions of terms used in this clause and a list of required investigative forms for each risk designation are contained in Departmental Directive OM:5-101, "Contractor Employee Personnel Screenings." Failure to comply with the contractor personnel security requirements may result in a termination of the contract for default.

### H. 4 307-15 WITHHOLDING OF CONTRACT PAYMENTS - SECURITY (JUN 2006)

Notwithstanding any other payment provisions of this contract, failure of the contractor to submit required forms, responses or reports when due; failure to perform or deliver required work, supplies, or services; or, failure to meet any of the requirements of the contract, to include all requirements as specified in Clause 307-13 Department Security Requirements, will result in the withholding of payments under this contract in such amounts as the contracting officer deems appropriate, unless the failure arises out of causes beyond the control, and without the fault of negligence, of the contractor, as defined by the clause entitled "Excusable Delays or Default", as applicable. The Government shall promptly notify the contractor of its intention to withhold payment of any invoice or voucher submitted. Payment will be withheld until the failure is cured, a new delivery schedule is agreed upon, or payment is made as part of a termination settlement.

#### H. 5 307-17 CONFLICT OF INTEREST (AUG 2007)

(A) The contractor, subcontractor, employee or consultant, has certified that, to the best of their knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational or personal conflict of interest, (see FAR Subpart 9.5 for organizational conflicts of interest), (or apparent conflict of interest) for the organization or any of its staff, and that the contractor, subcontractor, employee or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee or consultant). Conflicts may arise in the following situations:

1. Unequal access to information - a potential contractor, subcontractor, employee or consultant has access to non-public information through its performance on a government contract.

2. Biased ground rules - a potential contractor, subcontractor, employee or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract,

3. Impaired objectivity - a potential contractor, subcontractor, employee or consultant, or member of their immediate family (spouse, parent or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility.

"Impaired objectivity" includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

- financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;
- significant connections to teaching methodologies that might require or encourage the use of specific products, property or services; or
- significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property or services.

Offerors must provide the disclosure described above on any actual or potential conflict (or apparent conflict of interest) of interest regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict (or apparent conflict of interest), including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

(B) The contractor, subcontractor, employee or consultant agrees that if "impaired objectivity", or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

(C) Remedies - The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the Contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict (or apparent conflict of interest) after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of Title 18, U.S. Code, Section 1001 and fines of up to \$5000 for violation of Title 31, U.S. Code, Section 3802. Further remedies include suspension or debarment from contracting with the federal government. The Contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

(D) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the Contracting Officer.

(E) The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (E).

#### H. 6 307-19 REDACTED PROPOSALS (DECEMBER 1998)

The contractor shall provide a redacted copy of its successful technical proposal to the Contracting Officer within five (5) days after contract award. The redacted proposal shall be suitable for release by the Government under a Freedom of Information Act (FOIA) request. The redacted proposal shall be submitted in an electronic format that is readable by Microsoft Office applications.

H. 7 307-2 KEY PERSONNEL DESIGNATION (MARCH 1985)

In accordance with the contract clause entitled "Key Personnel", the following key personnel are considered to be essential to the work being performed: Project Manager, Technical Team Lead, and Systems Engineer

H. 8 307-3 DUAL COMPENSATION (MARCH 1985)

If a project staff member, subcontractor, or consultant is involved in two or more projects, at least one of which is supported by Federal funds, he/she may not be compensated for more than 100 percent of his/her time during any part of the period of dual involvement. That is, an individual is prohibited from receiving double payment for any given period of work.

H. 9 307-5 PAYMENT OF TRAVEL EXPENSES AND FEES FOR ED EMPLOYEES (MARCH 1985)

The Contractor shall not use any contract funds, or funds from other sources, to pay the travel expenses of, or a fee to, ED employees for lectures, attending program functions, or any other activities in connection with this contract.

H. 10 307-7a PUBLICATION AND AUDIO-VISUAL PRODUCTION (MAY 1997)

Except as provided below, neither the development or production of any publication or audiovisual product is authorized.

In the event that development or production of any publication or audiovisual product subsequently becomes a contract requirement (expressed or implied), the contractor shall obtain approval in writing from the Contracting Officer. Until the contractor obtains such Contracting Officer approval, no costs for development or production of the publication or audiovisual product shall be allowable.

The following items are excepted from the approval requirements of this clause:

1. Up to 50 copies of progress and final reports.

The Contractor shall ensure that any publication or audiovisual product developed or produced under this contract is compatible with the Department of Education's responsibilities under the Sections 504 and 508 of the Rehabilitation Act of 1973, 29 U.S.C. 794 and 794d, as amended, to ensure the accessibility of its programs and activities to individuals with disabilities.

The contractor shall not distribute or release to the public any publication or audiovisual product developed or produced under this contract without written authorization of the Contracting Officer. To obtain this authorization, the contractor shall submit 2 copies of the publication or audiovisual product to the Contracting Officer. Since the Contracting Officer must obtain internal public affairs or other clearances, the Contractor should plan at least 45 days to obtain authorization from the Contracting Officer.

Except as may be provided elsewhere, the contractor may develop and produce at its own expense, results of work under this contract (see Publication and Publicity).

H. 11 307-8 PAYMENT OF PRINTING TO BE PERFORMED BY THE GOVERNMENT PRINTING OFFICE (APRIL 1992)

The General Provisions of this contract set forth the Department's policy regarding printing to be performed in order to meet the terms of the contract. Should the services of the Government Printing Office (GPO) be required, the contractor shall request to the Department of Education to requisition those, subject to the contractor's provision of a completed SF-1, Printing and Binding Requisition to the Public Printer. Payment to the GPO shall be made directly by the Department and charged to the Contract.

H. 12 316-1 ACCESSIBILITY OF SOFTWARE (OCTOBER 1999)

The Department of Education (ED) considers universal accessibility to information a priority for all its employees and external customers, including individuals with disabilities.

Under Sections 504 and 508 of the Rehabilitation Act of 1973

(29 U.S.C. sections 794 and 794d, as amended), ED must ensure the accessibility of its programs and activities, specifically its obligation to acquire and use accessible electronic and information technology. ED maintains the manual, "Requirements for Accessible Software Design," to convey the accessibility

needs of the Department to the developers and suppliers of computer applications. To comply with the provisions of this clause, the contractor may use the edition of the ED manual "Requirements for Accessible Software Design" in effect at the date of award of this contract or any more recent edition.

A copy of the most recent edition of the manual may be found at

<http://www.ed.gov/fund/contract/apply/clibrary/software.html>

(a) Software delivered to or developed for ED--Except as provided in paragraph (b) or (c) of this clause, all software delivered to or developed for ED, under this contract, for use by ED's employees or external customers must meet all the requirements of the ED manual "Requirements for Accessible Software Design." However, in accordance with paragraph (c) of this clause, the contracting officer may waive a particular requirement of the ED Manual, provided that ED's use of the software will meet the requirements of Sections 504 and 508 of the Rehabilitation Act of 1973 (29 U.S.C. sections 794 and 794d, as amended).

(b) Software enhanced or modified for ED--Any enhancements and other modifications, made under this contract to software for use by ED's employees or external customers, are subject to the requirements of paragraph (a) of this clause, regardless of where or how the software was first developed. Except as otherwise specified elsewhere in the contract schedule, the contractor is only required to ensure that enhancements or modifications (not other, preexisting features or components) of the software fully comply with the accessibility requirements of paragraph (a). However, the contractor is encouraged point out any preexisting features or components that do not meet accessibility requirements and to suggest solutions to ensure the software complies.

(c) Waiver of requirements--It is recognized that new technologies may provide solutions that are not envisioned in or consistent with the provisions of the manual "Requirements for Accessible Software Design." Also, compliance with certain requirements of the manual may not be feasible for the particular software required. In such extraordinary circumstances, the contracting officer may grant a waiver, in writing, to any requirement of the manual or of this clause if it furthers a public interest of ED and will not significantly impair ED's ability to ensure accessibility of its programs and activities to all its employees and external customers, including individuals with disabilities. To request a waiver, the contractor shall notify the contracting officer in writing, listing the specific accessibility requirements that would not be met and explaining how the accessibility of a particular feature can be achieved by alternative means or why it is not feasible to make a feature of the software accessible.

(d) Condition of payment--The contractor agrees that compliance with the provisions of this clause upon delivery of the software to ED is a condition of payment under this contract.

#### H. 13 317-1 ACCOMMODATION/ACCESSIBILITY FOR THE DISABLED (OCTOBER 1999)

The acquisition and management of Federal Information Processing (FIP) resources shall be conducted in a manner that ensures

access to computer and telecommunications products and services by all individuals, both federal employees and the public sector, including individuals with disabilities. The acquisition,

management and utilization of FIP resources are subject to the computer accommodation and information accessibility for individuals with disabilities contained in Section 508 of the the Workforce Investment Act of 1998, P.L. 105-220; Telecommunications Act of 1996,P.L. 104-104 February 1996, 110 Stat. 56; and in the Telecommunications Accessibility Enhancement Act, P.L. 100-542 October 1988.

FIP resources required under this contract include computer accommodation and information accessibility where the goal is to ensure full access, integration, and continuity of support to all individuals, including individuals with disabilities. "Computer accommodation" means the acquisition or modification of FIP resources to minimize the functional limitations of individuals with disabilities so as to promote productivity and provide access to work-related or public information resources. "Individuals with disabilities" are individuals with limitations of vision, hearing, speech and/or mobility. The contractor shall ensure that FIP resources are equally provided to all individuals, including individuals with disabilities.

## **SECTION I CONTRACT CLAUSES**

I. 1 52.202-1 DEFINITIONS (JUL 2004)

(Reference 52.202-1)

I. 2 52.203-3 GRATUITIES (APR 1984)

(Reference 52.203-3)

I. 3 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(Reference 52.203-5)

I. 4 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

(Reference 52.203-6)

I. 5 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

(Reference 52.203-7)

I. 6 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(Reference 52.203-8)

I. 7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(Reference 52.203-10)

I. 8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(Reference 52.203-12)

I. 9 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

(Reference 52.203-14)

I. 10 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(Reference 52.204-4)

I. 11 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JULY 2006)

(Reference 52.204-7)

I. 12 52.207-3 RIGHT OF FIRST REFUSAL OF EMPLOYMENT (MAY 20-06)

(Reference 52.207-3)

I. 13 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)

(Reference 52.209-6)

I. 14 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

(Reference 52.214-34)

I. 15 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

(Reference 52.214-35)

I. 16 52.215-2 I {52.215-2 I} [RESERVED]

(Reference 52.215-2 I)

I. 17 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

(Reference 52.215-8)

I. 18 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)

(Reference 52.215-17)

I. 19 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(Reference 52.215-19)

I. 20 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

(Reference 52.216-7)

I. 21 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days before the contract expires.

(End of Clause)

I. 22 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 48 months. Base Year: Sept 19, 2008 - Sept 18, 2009; Option Yr I: Sept 19, 2009 - Sept 18, 2010; Option Yr II: Sept 19, 2010 - Sept 18, 2011; Option Yr II: Sept 19, 2011 - Sept 18, 2012.

(End of Clause)

I. 23 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

(Reference 52.219-8)

I. 24 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2007)

(Reference 52.219-9)

I. 25 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)

(Reference 52.219-16)

I. 26 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

(Reference 52.222-1)

- I. 27 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)  
(Reference 52.222-20)
- I. 28 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)  
(Reference 52.222-21)
- I. 29 52.222-26 EQUAL OPPORTUNITY (MAR 2007)  
(Reference 52.222-26)
- I. 30 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. [SEP 2006]  
(Reference 52.222-35)
- I. 31 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)  
(Reference 52.222-37)
- I. 32 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)  
(Reference 52.222-39)
- I. 33 52.222-50 COMBATING TRAFFICKING IN PERSONS (AUG 2007)  
(Reference 52.222-50)
- I. 34 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)  
(Reference 52.223-6)
- I. 35 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)  
(Reference 52.223-14)
- I. 36 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)  
(Reference 52.224-1)
- I. 37 52.224-2 PRIVACY ACT (APR 1984)  
(Reference 52.224-2)
- I. 38 52.225-1 BUY AMERICAN ACT--SUPPLIES (JUN 2003)  
(Reference 52.225-1)
- I. 39 52.225-5 TRADE AGREEMENTS (NOV 2007)  
(Reference 52.225-5)
- I. 40 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)  
(Reference 52.225-13)
- I. 41 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)  
(Reference 52.227-1)
- I. 42 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT ONFRINGEMENT (DEC 2007)

(Reference 52.227-2)

I. 43 52.227-3 PATENT INDEMNITY (APR 1984)

(Reference 52.227-3)

I. 44 52.227-17 RIGHTS IN DATA--SPECIAL WORKS (DEC 2007)

(Reference 52.227-17)

I. 45 52.227-21 TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT--MAJOR SYSTEMS (DEC 2007)

(Reference 52.227-21)

I. 46 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1998)

(Reference 52.230-3)

I. 47 52.230-5 COST ACCOUNTING STANDARDS--EDUCATIONAL INSTITUTION (APR 1998)

(Reference 52.230-5)

I. 48 52.232-17 INTEREST (JUN 1996)

(Reference 52.232-17)

I. 49 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

(Reference 52.232-18)

I. 50 52.232-22 LIMITATION OF FUNDS (APR 1984)

(Reference 52.232-22)

I. 51 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(Reference 52.232-23)

I. 52 52.232-25 PROMPT PAYMENT (OCT 2003)

(Reference 52.232-25)

I. 53 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(Reference 52.232-33)

I. 54 52.233-1 I DISPUTES (JUL 2002)--ALTERNATE I (DEC 1991)

(Reference 52.233-1 I)

I. 55 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Stephanie Girard, Contracting Officer 550-12th Street, SW Rm 7129 Washington, DC 20202-4210

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

I. 56 52.233-3 I PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985)

(Reference 52.233-3 I)

I. 57 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

(Reference 52.233-4)

I. 58 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(Reference 52.237-3)

I. 59 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)

(Reference 52.242-1)

I. 60 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAR 2001)

(Reference 52.242-3)

I. 61 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)

(Reference 52.242-4)

I. 62 52.242-13 BANKRUPTCY (JUL 1995)

(Reference 52.242-13)

I. 63 52.242-14 SUSPENSION OF WORK (APR 1984)

(Reference 52.242-14)

I. 64 52.242-15 I STOP-WORK ORDER (AUG 1989)--ALTERNATE I (APR 1984)

(Reference 52.242-15 I)

I. 65 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(Reference 52.242-17)

I. 66 52.243-2 I CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE I (APR 1984)

(Reference 52.243-2 I)

I. 67 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(Reference 52.243-7)

I. 68 52.244-2 I SUBCONTRACTS (JUN 2007)--ALTERNATE I (JUN 2007)

(Reference 52.244-2 I)

I. 69 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(Reference 52.244-5)

I. 70 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)

(Reference 52.244-6)

I. 71 52.245-5 {52.245-5} [RESERVED]

(Reference 52.245-5)

I. 72 52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

(Reference 52.246-5)

I. 73 52.246-20 WARRANTY OF SERVICES (MAR 2001)

(Reference 52.246-20)

I. 74 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(Reference 52.246-25)

I. 75 52.247-34 F.O.B. DESTINATION (NOV 1991)

(Reference 52.247-34)

I. 76 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

(Reference 52.249-4)

I. 77 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)

(Reference 52.249-6)

I. 78 52.249-14 EXCUSABLE DELAYS (APR 1984)

(Reference 52.249-14)

I. 79 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

(Reference 52.252-2)

I. 80 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(Reference 52.253-1)

**SECTION J**  
**LIST OF ATTACHMENTS**

J. 1    309-1a LIST OF ATTACHMENTS (APRIL 1984)

ATTACHMENT A - MSIX PWS; ATTACHMENT B - QUALITY ASSURANCE SURVEILLANCE PLAN w/Performance Requirements Summary; ATTACHMENT C - B TABLES for ALL YEARS; ATTACHMENT D - PROPER INVOICING REQUIREMENTS: Cost Type Contracts; ATTACHMENT E - CONTRACTOR'S PERFORMANCE INFORMATION FORM ATTACHMENT F - Technical MANPOWER UTILIZATION MATRIX ATTACHMENT G - Business MANPOWER UTILIZATION MATRIX

**SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**K. 1     307-17a CONFLICT OF INTEREST CERTIFICATION (AUG 2007)**

(A) The contractor, subcontractor, employee or consultant, by signing the form in this clause, certifies that, to the best of their knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational or personal conflict of interest, (see FAR Subpart 9.5 for organizational conflicts of interest) (or apparent conflict of interest), for the organization or any of its staff, and that the contractor, subcontractor, employee or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee or consultant). Conflicts may arise in the following situations:

1. Unequal access to information # a potential contractor, subcontractor, employee or consultant has access to non-public information through its performance on a government contract.

2. Biased ground rules # a potential contractor, subcontractor, employee or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract,

3. Impaired objectivity # a potential contractor, subcontractor, employee or consultant, or member of their immediate family (spouse, parent or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility.

"Impaired objectivity" includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

- financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;
- significant connections to teaching methodologies or approaches that might require or encourage the use of specific products, property or services; or
- significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property or services.

Offerors must provide the disclosure described above on any actual or potential conflict of interest (or apparent conflict of interest) regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict, including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

(B) The contractor, subcontractor, employee or consultant agrees that if "impaired objectivity", or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

(C) Remedies - The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the Contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of Title 18, U.S. Code, Section 1001 and fines of up to \$5000 for violation of Title 31, U.S. Code, Section 3802. Further remedies include suspension or debarment from contracting with the federal government. The Contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

(D) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the Contracting Officer.

(E) The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (E).

**Conflict of Interest Certification**

The Offeror, \_\_\_\_\_, hereby certifies that, to the best of their knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from Request for Proposal No. \_\_\_\_\_ that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The Offeror

further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the Government's satisfaction, such Conflict of Interest (or apparent conflict of interest).

Offeror's Name \_\_\_\_\_

RFP/Contract No. \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

K. 2 310-1 REPRESENTATION AUTHORITY (JANUARY 2005)

Based on a FAR change, specifically in reference to FAR clauses 52.204-8, Annual Representations and Certifications, and 52.212-3, Offeror Representations and Certifications - Commercial Items, vendors are required to use the Online Representations and Certifications Application (ORCA), a new, web-based, Federal Integrated Acquisition Environment (IAE) initiative that centralizes and standardizes the collection, storage and viewing of many of the representations and certifications required by the Federal Acquisition Regulations (FAR) and previously found in Section K. Vendors should go to <http://orca.bpn.gov/> to complete the requirements of Section K of the solicitation. However, all FAR and ED clauses NOT in ORCA should still be completed.

The offeror makes the following Representations and Certifications as part of its proposal (check or complete all appropriate boxes or blanks on the following pages).

\_\_\_\_\_  
(Name of Offeror)

\_\_\_\_\_  
(RFP No.)

\_\_\_\_\_  
(Signature of  
Authorized Individual)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(TYPED NAME OF AUTHORIZED INDIVIDUAL)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

The Representations and Certifications must be executed by an individual authorized to bind the offeror.

K. 3 310-10 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (APRIL 1984)

Offerors or quoters are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at ED or update all outdated information on file.

(A) Contractor's Name: \_\_\_\_\_

(B) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):  
 \_\_\_\_\_  
 \_\_\_\_\_

(C) Telephone Number: \_\_\_\_\_

(D) Individual(s) to contact re this proposal: \_\_\_\_\_  
 \_\_\_\_\_

(E) Cognizant Government:  
 Audit Agency: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Auditor: \_\_\_\_\_

(F) (1) Work Distribution for the Last Completed Fiscal Accounting Period:  
 Sales:  
 Government cost-reimbursement type prime contracts and subcontracts: \$ \_\_\_\_\_  
 Government fixed-price prime contracts and subcontracts: \$ \_\_\_\_\_  
 Commercial Sales: \$ \_\_\_\_\_  
 Total Sales: \$ \_\_\_\_\_

(2) Total Sales for first and second fiscal years immediately preceding last completed fiscal year.  
 Total Sales for First Preceding Fiscal Year \$ \_\_\_\_\_  
 Total Sales for Second Preceding Fiscal Year \$ \_\_\_\_\_

(G) Is company an ED rate entity or division?  
 \_\_\_\_\_  
 If a division or subsidiary corporation, name parent company: \_\_\_\_\_

(H) Date Company Organized: \_\_\_\_\_

(I) Manpower:  
 Total Employees: \_\_\_\_\_  
 Direct: \_\_\_\_\_  
 Indirect: \_\_\_\_\_  
 Standard Work Week (Hours): \_\_\_\_\_

(J) Commercial Products: \_\_\_\_\_

(K) Attach a current organizational chart of the company.

(L) Description of Contractor's system of estimating and accumulating costs under Government contracts. (Check appropriate blocks.)

	Estimated/ Actual Cost	Standard Cost
Estimating System		
Job Order	_____	_____
Process	_____	_____
Accumulating System		
Job Order	_____	_____
Process	_____	_____

Has your cost estimating system been approved by any Government agency? Yes \_\_\_\_\_ No \_\_\_\_\_  
 If yes, give name and location of agency: \_\_\_\_\_

Has your cost accumulation system been approved by any Government agency? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, give name and address of agency: \_\_\_\_\_

- (M) What is your fiscal year period?  
(Give month-to-month dates): \_\_\_\_\_

What were the indirect cost rates for your last completed fiscal year?

Fiscal Year	Indirect Cost Rate	Basis Allocation
Fringe Benefits	_____	_____
Overhead	_____	_____
G&A Expense	_____	_____
Other	_____	_____

- (N) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government agency? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, name and location of the Government agency: \_\_\_\_\_

\_\_\_\_\_ Date of last pre-award audit review by a Government agency: \_\_\_\_\_

(If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.)

- (O) Cost estimating is performed by:  
Accounting Department: \_\_\_\_\_  
Contracting Department: \_\_\_\_\_  
Other (describe) \_\_\_\_\_

- (P) Has system of control of Government property been approved by a Government agency? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, name and location of the Government agency: \_\_\_\_\_

- (Q) Purchasing Procedures:  
Are purchasing procedures written? Yes \_\_\_\_\_ No \_\_\_\_\_  
Has your purchasing system been approved by a Government agency? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, name and location of the Government agency: \_\_\_\_\_

- (R) Does your firm have an established written incentive compensation or bonus plan? Yes \_\_\_\_\_ No \_\_\_\_\_

K. 4 310-16 POST EMPLOYMENT CONFLICT OF INTEREST (MARCH 1985)

The contractor certifies that in developing a proposal in response to the solicitation for this contract, it has not utilized the services of any former Education Department (ED) employee who, while working for the Government, participated personally and substantially in, or was officially responsible for, the development or drafting of the solicitation for this contract. The contractor further certifies that it did not utilize the services of such an ED employee in assisting or representing the offeror at negotiations for this contract.

K. 5 310-6 DUPLICATION OF COST (MARCH 1985)

The offeror represents and certifies that any charges contemplated and included in its estimate of cost for performance are not duplicative of any charges against any other Government contract, subcontract, or other Government source.

K. 6 310-9 APPROVAL OF ACCOUNTING SYSTEM (MARCH 1985)

The offer [ ] does, [ ] does not, have an approved accounting system for purposes of cost reimbursement under this requirement. If so, specify the approving government audit agency or office and the date of approval.

(Date)

K. 7 313-1 CERTIFICATION OF SUBCONTRACTING (AUGUST 1998)

I certify that at least the percentage of work required by 13 CFR 124.314 shall be performed by employees of my firm and that SBA approval will be obtained prior to entering into a subcontract with any other concern. Those percentages are:

☐ SERVICES (except construction) -- At least 50 percent of the cost o contract performance incurred for labor must be expended for employees of the 8(a) concern.

☐ SUPPLIES (other than from regular dealer) -- At least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

☐ GENERAL CONSTRUCTION -- At least 15 percent of the cost of the contract, not including the cost of materials, must be expended for employees of the 8(a) concern.

☐ CONSTRUCTION BY SPECIAL TRADE CONTRACTORS -- At least 25 percent of the cost of contract, no including the cost of materials, must be expended form employees of the 8(a) concern.

K. 8 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision--"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of Provision)

K. 9 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) "Definitions."

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information

may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) "Taxpayer Identification Number (TIN)."

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) "Type of organization."

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(f) "Common parent."

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

        Name \_\_\_\_\_

        TIN \_\_\_\_\_

(End of Provision)

K. 10 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_

(2) The small business size standard is \_\_\_\_\_

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

K. 11 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are /\_/ are not /\_/ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have /\_/ have not /\_/, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are /\_/ are not /\_/ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has /\_/ has not /\_/, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

K. 12 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, /\_/ intends, /\_/ does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent

(End of Provision)

K. 13 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It /\_/ has, /\_/ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It /\_/ has, /\_/ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K. 14 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

/\_/ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

/\_/ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

/\_/ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

/\_/ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

/\_/ (v) The facility is not located in the United States or its outlying areas..

(End of Provision)

**SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

L. 1 311-1 TYPE OF CONTRACT (MARCH 1986)

The Government contemplates award of a Cost Plus Award Fee type contract from this solicitation.

L. 2 311-3 TECHNICAL PROPOSAL INSTRUCTIONS (MARCH 1986)

Proposals which merely offer to conduct a program in accordance with the requirements of the Government's scope of work will not be eligible for award. You must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives. A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. Your technical approach should be in as much detail as you consider necessary to fully explain your proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken. The technical proposal must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate your understanding and management of important events or tasks. You must explain how the management and coordination of consultant and/or subcontractor efforts will be accomplished. The technical proposal must include a list of names and proposed duties of the professional personnel, consultants, and key subcontractor employees assigned to the project. Their resumes should be included and should contain information on education, background, recent experience, and specific requirement related or technical accomplishments. The approximate percentage of time each individual will be available for this project must be included. The proposed staff hours for each of the above individuals should be allocated against each task or subtask for the project. The technical proposal must provide the general background, experience, and qualifications of the organization. Similar or related contracts, subcontracts, or grants should be included and contain the name of the customer, contract or grant number, dollar amount, time of performance, and the names and telephone numbers of the project officer and contracting/grants officer. The technical proposal must contain a discussion of present or proposed facilities and equipment which will be used in the performance of the contract. The technical proposal must be prepared and submitted in the following format: Additional Technical Proposal Instructions

(A) The written technical proposal shall be prepared in accordance with these instructions and shall be evaluated in accordance with the evaluation criteria and evaluation standards in Section M, Evaluation Factors for Award. Technical proposals must include necessary information to enable the evaluators to form a definitive conclusion concerning the offeror's ability to perform the required services.

(B) The proposal shall be accompanied by a cover letter (letter of transmittal) prepared on the company's letterhead stationery. The cover letter (letter of transmittal) shall identify all enclosures being transmitted and shall be used only to transmit the proposal and shall include no other information. The first page of the proposal must show--

(1) The solicitation number;

(2) The name, address, and telephone and facsimile numbers of the offeror (and electronic address, if available);

(3) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(4) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(5) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(C) Clarity and completeness of the proposal are of the utmost importance. The proposal must be written in a practical, clear and concise manner. It must use quantitative terms whenever possible and must avoid qualitative adjectives to the maximum extent possible. Proposal volumes must be internally consistent or the proposal will be considered unrealistic and may be considered unacceptable.

Volume I, the Technical Proposal, contains four sections as discussed below. The Technical Approach, Management Plan and Quality Control Plan, Partnering/Subcontracting Plan, and Oral Presentation; shall be submitted with the written portion of the Technical Proposal. No cost or price information may be included in the technical volume. Offerors shall note that components require both a written proposal deliverable and an oral presentation response. The technical volume may not be classified and shall consist of the following sections:

(1) Section 1 - Technical Approach. This section is limited to 10 pages. Offerors shall -

- \* Describe a technical approach that demonstrates the Offeror's understanding of the technical requirements described in the PWS.
- \* Describe Offeror's ability to accomplish the full scope of technical requirements anticipated.
- \* Provide an organizational chart and proposed skills mix that clearly identifies the management, teams, and key positions to be utilized in meeting requirements under the contract.
- \* Describe overall management approach with regard to organization, coordination, monitoring, and control of projects. Describe interface with on-site, home office, subcontractor operations, design and implementation teams, government project managers, contracting officials, inspectors, and users demonstrating thorough understanding of the processes.
- \* Describe plan for responding to and managing multiple tasks of varying size and complexity simultaneously.
- \* Demonstrate the ability to effectively team with subcontractors, teaming partners, and their clients.
- \* Describe the project manager's role in the organization and indicate who on the team will have the prime responsibility for total coordination of all disciplines.
- \* Describe overall corporate capabilities to accomplish the requirements and to provide best value services.
- \* Describe the risks associated with the PWS and any risks associated with the Offeror's proposed technical approach; describe any techniques, methods, and actions that will be used by the offeror to mitigate the risk(s) identified in the PWS and in the offeror's proposed technical approach and provide an explanation of whether the techniques and methods identified for risk mitigation have been successfully used by the offeror.

(2) Section 2 - Management Plan and Quality Control Plan. This section is limited to 20 pages. Offerors shall -

- \* Provide a detailed Management Plan that will be followed during contract execution describing plans for oversight of the resultant contract. Describe procedures, processes and methods for tracing the progress of the project and interface with the Government from beginning to end.
- \* Include the proposed lines of responsibility, authority, and communication through which the tasks will be managed.
- \* Propose policies and procedures for managing and directing the effort for productivity, quality, cost control, and cost management.
- \* Describe and fully identify critical schedule and cost events correlated with the technical requirements of the PWS.
- \* Discuss the methods by which source documentation will be protected and controlled.
- \* Describe the planned application of essential resources to the execution of requirements.
- \* Define the proposed organizational structure (including responsibilities and reporting structure) for the project, how personnel will be assigned from task to task throughout the contractual period, and how the proposed project team will interface with both the offeror's corporate structure and the Government.
- \* Identify the policies and procedures in place for verifying education and experience to ensure that resumes submitted for key personnel are current, complete, and accurate and the safeguards in place to ensure that personnel assigned to non-key labor categories meet the requirements of those labor categories.
- \* Identify how management plans to handle surge requirements necessitating additional personnel as well as the replacement of personnel. .
- \* Describe the procedures to be taken to ensure quality control and cost control. Describe quality control processes and methods, which will ensure only high quality materials and workmanship is accepted and delivered to the Government on time.
- \* Demonstrate ability to ensure consistent quality and availability of professional staff.
- \* Describe the tools/methods to be used to identify poor performing subcontractors and/or in-house personnel.
- \* Describe how often work will be inspected and how interface with Government inspectors and planners will be accomplished.
- \* Describe the plan for early identification and resolution of problems.
- \* Address the risk associated with implementation of the offeror's Management Plan as well as the steps

to mitigate this risk and an explanation of whether the techniques and methods identified for risk mitigation have been successfully used by the offeror.

(3) Section 3 - Personnel. This section is limited to 30 pages. Resumes are limited to two pages per resume. Offerors shall -

- \* Enumerate the personnel resources proposed. Describe minimum qualifications for each labor category included in the contract.

- \* Identify key personnel and describe their qualifications, availability, company affiliation, corporate experience, roles, responsibilities, and relationships to the contract and its implementation. Provide resumes of key personnel in writing.

- \* Provide ATTACHMENT F - Technical Manpower Utilization Matrix in labor category sequence by year for all personnel proposed for all labor categories. The Matrix does not count against the page limit. Subtotal the labor hours identified in the matrix for labor categories of both the prime and subcontractor. If an individual is proposed as a contingency hire, it must be so noted. A contingency hire is defined as an individual who has signed a commitment to work in the event that the contract is awarded to the Offeror. A new hire is defined as an unspecified person to fill a vacant position who is not identified as a current employee of the Offeror or as a contingency hire. Include all labor categories in the matrix and demonstrate an ability and present intention to provide personnel to commence work at the time of contract award.

- \* Provide a signed letter of intent if the Offeror does not currently employ the proposed person.

- \* Provide the following certification: "I certify that each individual proposed as key personnel was contacted after the issue date of the solicitation and that each individual has confirmed that they are available for contract performance." If the offeror proposes more than the number of personnel required in an individual category, the offeror should identify the percentage of effort that each person will be committed to in performance of that position under the contract and a resume shall be provided for each person proposed.

- \* Ensure the following information, at a minimum, is included for each resume submitted: Education and relevant training; technical skills; professional certifications; positions held (dates); relevant work experience for the position; verifiable awards/accomplishments; security clearance level if applicable; and the percentage of time the proposed person will be dedicated to the contract.

(4) Section 4 - Partnering/Subcontracting. This section is not limited in number of pages. Offerors shall provide evidence that small businesses will receive adequate and meaningful work under the contract. Unless the offeror is a small business, offerors are required to submit a small business subcontracting plan. If a small business subcontracting plan is required, offerors must prepare and submit in accordance with 48 CFR, 19.702 Statutory Requirements.

The Offeror's subcontracting commitment may be in the form of a joint venture, teaming arrangement or subcontract with one or more qualifying entities. The Offeror's commitment will be evaluated against the following criteria:

- \* The extent to which such firms are specifically identified in proposals;
- \* The extent of commitment to use such firms;
- \* The complexity and variety of the work described in the PWS that the small firms are to perform;
- \* The realism of the proposal; and
- \* The extent of participation of such firms in terms of the value of the total acquisition.

The following is provided for information purposes only:

The Department negotiates with the U.S. Small Business Administration to develop annual small business procurement goals for both prime contracts and subcontracts. The Department's goals for Fiscal Year 2008 are as follows:

- i. Small Business 23%
- ii. Small Disadvantaged Business 6%
- iii. Woman-Owned Small Business 5%
- iv. HUBZONE Small Business 3%
- v. Service-Disabled Veteran-Owned Small Business 3%

Note--The categories listed above imply no order of preference.

The offeror shall state the work to be performed by small business and the percentage of work proposed to be performed by small business. The offeror also shall state the name of the small business and type of small business concern. The contractor, that receives award of this contract, will be held accountable for subcontracting to small businesses for the amount and type of work submitted in their small business subcontracting plan.

Additionally, offerors are notified of the ability to collect small business subcontracting credit for the small businesses to which GPO subcontracts printing. When this contract's printing is done through GPO, the contractor can claim small business credit for those dollars.

(5) Section 5 - Oral Presentations

(1) The Offeror shall submit a preliminary version of their planned Oral Presentation materials as part of their written submission. Five(5) printed color sets of the final presentation shall be provided to the Government when the Offeror begins the presentation. The Offeror shall also provide an electronic copy of the final presentation.

(2) At the start of the Oral Presentation, the Offeror shall introduce all key personnel denoting the applicable labor categories and indicating the individual's corporate affiliation. The Offeror shall also provide a slide including the name and position title of key personnel.

(3) The Management Plan and Quality Control Plan should be highlighted (with emphasis on the most important factors and lessons learned from previous experience) in the Oral Presentation.

(4) Offerors' shall address the following concepts in the Technical Proposal Oral Presentation.

\* Organizational Structure - Describe the organization, staffing plans, and business model that would be implemented to provide the services required at improved levels of performance and justify the recommendation. Offerors shall provide descriptions of organizational roles and may indicate approximate numbers of personnel in various capacities such as accountants, analysts, etc.

\* Technical Approach - Describe the approach that demonstrates the Offeror's understanding of the technical requirements described in the PWS. Discuss the solutions to the sample tasks.

\* Business Strategies - Various business and management plans are incorporated into this RFP. Based upon the content of the plans, Offerors shall describe, at a macro level, the standards, policies, procedures, methods, etc. that are needed to ensure that performance will meet the Government's requirements. Offerors shall present this macro information with justification and reference to materials that already exist and could be implemented. Offerors shall also describe, in detail, what processes they plan to implement for project management and accounting, cost estimating, and cost control.

\* Contract Stability -

o Offerors shall present plans to minimize turnover and shall emphasize differences as well as proposed adjustments for those differences between the prime Contractor and the subcontractor plans.

o Offerors shall demonstrate contract stability achievements and lessons learned in no more than three (3) previous cases in which Offerors have been awarded a contract involving work comparable to the type specified in this RFP.

o Work place policies that affect staff stability such as work schedules, job sharing, telecommuting, full/part time status, etc.

(5) There is no limit on the number of slides that an Offeror may use for its Oral Presentation. The transparency slides used by the Offeror during the Oral Presentation shall be identical in every way to the paper copies of the slides that are delivered in hard copy.

(6) Highlights of past performance shall be included in the Oral Presentation.

(7) The Offeror shall make its Oral Presentation in accordance with the instructions contained in this solicitation and any additional instructions that the Contracting Officer may provide.

### L. 3 MSIX BUSINESS VOLUME INSTRUCTIONS

#### BUSINESS VOLUME INSTRUCTIONS

##### Volume II BASIC INSTRUCTIONS:

Volume II shall include all cost/price information as defined in Section L and shall be strictly limited to cost and price information. Volume IV shall include costs for the base period and the four options in Schedule B. The cost proposal shall include a summary for each year and a four-year summary. Offerors shall provide a CD of all spreadsheets used in the Cost/Price Proposal. CDs shall be "read-only" with one exception. One of the Volume IV Cost disks shall be in read-or-write format with spreadsheets unlinked to any other spreadsheets or other files. The other copy may contain links, but only to documents/spreadsheets that have been submitted as part of the proposal.

The written sections of the proposal shall conform to the following requirements:

(a) The cover letter, title page, table of contents, table of figures, list of tables, tabs and dividers, and glossary of abbreviations and acronyms do not count against page count limitations. Proposal contents that exceed the stated page limitations will be removed from the proposal by the Contracting Officer, prior to turning the proposal over to the Government evaluation teams, and will not be considered in the evaluation.

(b) Proposals shall be prepared using "Times New Roman" font style in point size 12 on standard 8 1/2 x 11 inch white paper, double spaced. Resumes may be single-spaced. A 12- pitch type size shall be used for tables or graphics. "Foldout" pages sized 11" x 17" are permitted for charts or other graphics that cannot be legibly presented on 8 1/2" x 11" paper. Margins shall be 1 inch on all sides in portrait orientation, except for information presented in tabular/graphic format and oral presentation charts; these exceptions may be prepared in landscape orientation. Offerors should ensure that each page provides identification of the submitting Offeror in the margin (header or footer). All pages of each

part shall be appropriately numbered and printed on one side only. Multiple pages or foldouts will count as an equivalent number of 8 1/2" x 11" pages.

(c) Professionally bound hard covers shall be used for each volume with each section of information under a separate tab divider. Each volume shall include "Table of Contents" which provides enough detail to quickly locate key elements of the offer and tabs or dividers separating each volume section.

(4) Each offeror shall submit an Executive Summary of no more than 1 page total, which summarizes the key points from the offeror's proposal. The Executive Summary Section is not included in the page limitation.

(d) Proposals will be evaluated using Microsoft Word for Windows (version 6.0) and Microsoft Excel for Windows (version 5.0). Microsoft Project may be used for schedule presentation. Submitted electronic proposals on CD must be readable in these specified formats. Offerors may submit proposals in alternate formats (such as Adobe Acrobat), provided that an appropriate DOS/Windows viewer is provided to the Government. Should conflicts arise between the materials presented in the written proposal, on the CD, or on the website the website material will take precedence. Each CD shall be marked with the offeror's name, solicitation number, volume number(s), software used, and the names and description of all files included on the CD.

(e) Any data previously submitted in response to another solicitation will be assumed unavailable, and this data must not be incorporated into the technical proposal by reference.

#### SPECIFIC INSTRUCTIONS

(1) Standard Form 33, "Solicitation/Offer/Award", the Special Provision article entitled "Contract Administrator," and "Representations, Certifications, and Other Statements of Offerors" in Section K must be properly filled out and signed by an official authorized to bind the offeror. Your quote must stipulate that it is predicated upon all the terms and conditions of this RFP.

(2) Other Administrative Details: (1) Each Offeror shall list the names, titles and telephone numbers of persons authorized to conduct negotiations. Offerors are cautioned to ensure that their offers are mathematically accurate.

(3) Property and equipment - It is ED policy that contractors provide all equipment and facilities necessary for performance of contracts; however, in some instances, an exception may be granted to furnish Government-owned property or to authorize purchase with contract funds.

If additional equipment must be acquired, you must include in your quote the description and estimated cost of each item, and whether you propose to acquire the item with your own funds. The description shall include the following elements for individual items which will exceed \$1,000 in cost: (1) A brief statement of function; (2) manufacturer and manufacturer's brand name, model or part number; and (3) vendor and its proposed price. You must identify all Government-owned property in your possession and all property acquired from Federal funds, to which you have title, that is proposed to be used in the performance of the prospective contract.

(4) Completed B Tables (Attachment C to the solicitation) - The Offeror's proposal shall represent the Offeror's best effort in response to the solicitation and must provide cost for the base period and each of the three option periods. All B Tables in Section C shall be completed and submitted along with the costs for all labor and material build-up for the B Table values. Costs shall be rounded to the nearest dollar. Cost data/elements for each proposed subcontractor (or partner) shall be submitted in the same format as that of the Prime and shall be included in the Offerors total proposed costs.

(5) Proposed Costs - All proposed costs, based on the PWS described in Section C, shall be placed in Volume IV and be completely separate from the technical proposal (Volume I). Volume IV shall provide a detailed cost breakdown, by task, performance period and shall include an overall summary of all the Offeror's total proposed cost. The offeror's cost proposal shall support the offeror's technical proposal. The cost proposal shall include all elements of cost and such other cost information as is necessary to support the technical proposal.

(6) Support for Proposed Costs - All proposed costs must be adequately supported. The proposal must include sufficient background to show derivation. Supporting data including organization, fiscal period, contracts, direct rates, productive hours, escalation, contingencies, audits, burdened rates, material lists and costs, travel charges, and "other direct costs" used in developing the cost breakdown shall be furnished and properly referenced. The supporting data for "other direct costs" shall include an itemization of those costs and a justification and explanation for each cost so itemized. If an item is proposed at no additional charge (e.g., the price is included in another item), "NSP" (Not Separately Priced) shall be inserted.

(7) Labor Hours and Hourly Labor Rate (Unburdened) - Each Offeror shall include a breakdown of their direct labor cost estimates. Each proposal shall clearly show the base hourly rate and the build-up (i.e. application of indirect rates) by which the final proposed labor rates were derived for both the Prime and all proposed subcontractors. The total proposed costs shall clearly show the number of hours per labor category and all applicable actual hourly rates. Inconsistencies in the proposal between prime and subcontractor hours and rates will be considered a high performance risk to the Government.

(8) Rate of Inflation - Offerors shall include in the proposal any inflation rates applicable to wages or other costs anticipated in the option years. All option year costs shall reflect the effect of any anticipated inflation. However, in accordance with FAR 52.222-43, escalation rates of employees covered by the Service Contract shall not be reflected in the price proposal.

(9) Subcontractor Costs - All subcontracts set forth in the technical proposal shall be priced in the cost proposal. Subcontracts, regardless of dollar value, shall be adequately documented to facilitate a determination of cost reasonableness/realism.

(10) Application of Indirect Costs - Offerors shall clearly identify the amount of Base fee, Award Fee, general and administrative expense (G&A), and Overhead that will be applied to other direct costs (ODC) elements.

(11) Travel and Per Diem - Travel and Per Diem shall be reimbursed in accordance with FAR 31.205-46 and GSA Federal Travel Regulations. The contractor shall use GSA per diem allowance in lieu of actual subsistence expenses for all persons in travel status both within and outside the continental United States. Per diem shall be limited to the government's per diem schedule. Charges for transportation and car rental shall not exceed those stated in the per diem schedule.

Transportation by private vehicle for travel outside the Washington, DC area and approved by the Contracting Officer shall be reimbursed on a mileage basis only, in lieu of the actual expenses of such transportation in accordance with GSA Federal Travel Regulations.

(12) Responsibility of Prospective Contractor - In order for an offeror to receive a contract, the contracting officer must first make an affirmative determination that the prospective contractor is responsible in accordance with the provisions of FAR 9.104. To assist the contracting officer in this regard, the offeror shall supply sufficient categorical descriptions and statements to establish the following: (1) The offeror's financial capability; including detail for the accounting system and controls employed by the offeror; (2) the offeror's capability to meet delivery or performance schedules; (3) the offeror's record of past performance, including a listing of references with contract and grant numbers and the addresses and phone numbers of those with whom the offeror has most recently conducted business. (4) the offeror's record of business integrity; (5) the offeror's possession of necessary organizational experience, technical skills or the ability to obtain them; (6) the offeror's possession of necessary facilities; or the ability to obtain them; (7) the offeror's compliance with subcontract requirements; and (8) any other special considerations involved in the acquisition. NOTE: THESE DESCRIPTIONS AND STATEMENTS SHOULD ALSO BE INCORPORATED IN THE TECHNICAL VOLUME, AS CONDUCTIVE OF SEPARATE EXAMINATION BY THE TECHNICAL EVALUATORS DURING THE PROCESS OF TECHNICAL EVALUATION.

#### L. 4 311-5 FORMS CLEARANCE PROCESS (MARCH 1986)

Reference is made to the General Provision entitled "Paperwork Reduction Act." If the contractor has proposed the use of any plan, questionnaire, interview guide or other similar device which calls either for answers to identical questions from ten or more persons other than Federal employees or information from Federal employees which is outside the scope of their employment, any of which is to be used by the Federal Government or disclosed to third parties, clearances from the Deputy Under Secretary for Management or his/her delegate within the Department of Education and the Office of Management and Budget shall first be obtained. Those should be expected to take at least 120 days together. Offerors' proposals shall accordingly reflect that 120 day period in proposal timelines if the Paperwork Reduction Act is applicable.

#### L. 5 311-6 CLARIFICATION QUESTIONS (APRIL 1998)

Offerors must submit all clarification questions concerning this solicitation in writing to the contract specialist. Questions may be submitted via E-Mail, fax or regular mail to:

Veronica L. Price, CS US Department of Education OCFO/Potomac Center Plaza 550-12th Street, SW Rm 7165  
Washington, DC 20202-4210  
ED will accept clarification questions until 12 Noon (EST), June 10, 2008 . After this date ED

does not guarantee that a response will be given.

Oral explanations or instructions given by the Government before the award of the contract(s) shall not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary in submitting offers or if a lack of it would be prejudicial to any other prospective offerors.

L. 6 311-7 PROVISION FOR EVALUATION FACTOR AMENDMENTS (MARCH 1986)

It is hereby provided that the evaluation factors for award under Section M herein shall not be modified except by a formal amendment to this solicitation and that no factors other than those set forth in that section shall be used in the evaluation of the technical proposals.

L. 7 311-9 COMMENTS ON SMALL BUSINESS REGULATORY ENFORCEMENT (JUNE 1998)

Small Business Comments are Important:

The Small Business and Agriculture Regulatory Enforcement Ombudsman and 10 Regional Fairness Boards were established to receive comments from small businesses about federal agency enforcement actions. The Ombudsman will annually evaluate the enforcement activities and rate each agency's responsiveness to small business. If you wish to comment on the enforcement actions of the U.S. Department of Education, call 1-888-REG-FAIR (1-888-734-3247).

L. 8 314-1 PAST PERFORMANCE REPORT (MAR 1996)

Each offeror shall submit the following information as a separately bound part of its proposal for both the offeror and proposed major subcontractors. Major, as defined here and in the remainder of sections L and M regarding past performance, is any subcontractor that is subcontracted for a minimum of 25% of the total contract amount. Each major subcontractor shall identify the name of the prime contractor on each of its past performance forms. If the offeror has no relevant corporate or organizational past performance, the offeror may substitute past performance of a predecessor company or of the offeror's management or proposed key personnel who have relevant experience.

A. Each offeror shall submit information about its most recent four contracts, completed in the last three years or currently in process, which are of similar size, scope, complexity or, in any way, are relevant to the effort required by this solicitation. If the offeror's last four similar contracts are all currently in process, submit the last three similar contracts currently in process, and the most recent similar contract completed within the last three years. Contracts

listed may include those entered into by the Federal Government, agencies of State and local governments and commercial customers. Contracts with the parent or an affiliate of the offeror may not be used.

Include the following information for each contract and subcontract:

1. Identification
  - a. Name of the contracting activity
  - b. Program title or product name
  - c. Contract number
  - d. Contract type
  - e. Period of performance, including all option periods
  - f. Contract Value:
    - (1) Initial projected total contract amount including all option periods
    - (2) Final or current projected total contract amount including all option periods
  - g. Points of Contact
    - (1) Contracting officer and telephone and fax number and e-mail address (if known)
    - (2) Administrative contracting officer, if different from above, and telephone and fax number and e-mail address (if known)
    - (3) Program manager, COTR or technical officer and telephone and fax number and e-mail address (if known)
2. Work performed and relevance
  - a. Brief synopsis of work performed
  - b. Brief discussion of how the work performed is relevant to the statement of work in this solicitation
  - c. Brief, specific examples of the offeror's high quality performance
3. If any of the listed contracts are award-fee or incentive contracts, include a table showing fees awarded and the minimum and maximum available fee for each period.
4. Paragraph E. below requires you to send a copy of the "Contractor Information Form" to each of your references. In your past performance report, include:
  - a. The date you sent the "Contractor Information Form" to each reference.
  - b. How you sent it (e.g., fax, mail, express delivery service, courier, e-mail, etc.).
  - c. To whom you sent it including telephone and fax number and e-mail address (if known).

B. The offeror may provide information on problems encountered on the contracts and subcontracts identified in A above and corrective actions taken to resolve those problems. Other than the information requested in A above, offerors should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references.

C. Offerors should understand the difference between experience and past performance. Experience reflects the offeror's capability of performing a requirement. Past performance reflects how well it has performed similar requirements. In assessing past performance, the quality of the offeror's past performance is of primary significance, not the quantity of previous contracts performed. An offeror's experience will be evaluated in the technical proposal. For further guidance on including information on experience or how experience will be evaluated refer to the technical proposal instructions and evaluation criteria.

D. The offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other government quality awards, and private sector awards or certifications (e.g., the automobile industry's QS 9000, Sematech's SSQA, or ANSI/EIA-599).

Identify which segment of the company (one division or the entire company) received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply. Information about awards will be considered in evaluation of each of the past performance subfactors described in Section M. The offeror may describe how the award relates to one or more of the subfactors.

E. No later than the date proposals are due under this solicitation (see Block 9 of Standard Form 33), send a copy to each of your four references of the "Contractor Performance Information" form attached to this solicitation. Ask each reference to complete the form and return it

to the contracting officer as prescribed on the form. Completed forms from references are due 10 calendar days after the date proposals are due under this solicitation. Request that the reference please return the completed form to the contracting officer by this date. Do not ask the reference to give you a copy of the completed form or any information therefrom. Beyond that initial request, you do not need to follow up with the reference; the contracting officer will contact the reference if necessary.

F. Each offeror will be evaluated on its performance under existing and prior contracts for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offerors' relative rankings will be compared to assure best value to the government. The government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The "Contractor Performance Information" form identified in Section J will be used to collect this information. References other than those identified by the offeror may be contacted by the Government with the information received in the evaluation of the offeror's past performance.

L. 9 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of Provision)

L. 10 52.215-1 I INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)--ALTERNATE I (OCT 1997)

(a) "Definitions." As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) "Amendments to solicitations." If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) "Submission, modification, revision, and withdrawal of proposals."

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked

on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) "Submission, modification, revision, and withdrawal of proposals."

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) "Offer expiration date." Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) "Restriction on disclosure and use of data." Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) "Contract award."

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(f)

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

L. 11 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)

(Reference 52.215-16)

L. 12 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(Reference 52.222-46)

L. 13 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Stephanie Girard, Contracting Officer US Department of Education OCFO/Contracts and Acquisitions Management 550-12th Street, SW Room 7129 Washington, DC 20202-4210

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L. 14 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):  
www.arnet.gov

(End of Provision)

L. 15 Past Performance Vol. Instructions

Volume III - Past Performance

The following is applicable to the submission of Volume III - Past Performance:

- \* Number of Copies - Original + (5) five copies
- \* Page Count - 2 pages per reference (Maximum of 20 pages total)

L. 16 NOTIFICATION OF ORAL PRESENTATION

SECTION L. NOTIFICATION OF ORAL PRESENTATION

A lottery shall be held to determine the order of the presentations. Offerors shall be notified a minimum of (7) business days in advance of the date schedule for the oral presentation. The approximate timeframe for oral presentations will be mid-July 2008, unless an alternative time is provided by the Contracting Officer.

L. 17 ORAL PRESENTATION INFORMATION

ORAL PRESENTATIONS

(a) Offerors' oral presentation is required to be specific and relative to the evaluation criteria set forth in Section M. The presentation shall not encompass price or cost and fee. The Contracting Officer will schedule presentations with offerors as soon as possible after the determination of the competitive range. The order in which offerors will make their presentations will be determined by random selection. The Government reserves the right to reschedule presentations at the sole discretion of the Contracting Officer.

(b) Presentations will be held at the Department's Potomac Center Plaza location at dates and times TBD. The Government will provide the Offerors with access to the room in which the presentation is to occur one-half hour before the scheduled start time. This is to provide Offerors time to prepare for their presentation. The Government reserves the right to change the oral presentation site at the sole discretion of the Contracting Officer.

(c) Offerors shall make their oral presentation in person to the Technical Evaluation Team, the Contracting Officer, and the Contract Specialist. Submission of videotapes or other forms of video contained in the presentation for evaluation, in lieu of the Oral Presentation, will not be authorized and such proposals will be rejected.

(d) Only members of the offeror's and proposed subcontractor's in-house staff shall participate in the presentation. The only exception to this rule is an individual who is proposed as Key Personnel to perform on the contract, but who is not currently employed by the offeror/subcontractor. For any portion of the work to be subcontracted, members of the proposed subcontractor's staff shall make that portion of the presentation relative to the work its firm will be performing. Offerors are required to have individuals proposed as "key personnel" participate in the presentation.

(e) The oral presentation site will be arranged "conference style" with an overhead projector and screen provided. Offerors are free to structure their oral presentations using 8-1/2" x 11" vu-graphs (slides, transparencies) or computer-generated media. If the Offeror chooses to utilize an electronic projection, they must provide their own equipment. The number of vu-graphs (or other media) should be reasonable for the stated time limits for presentation. Use of these visual aids is at the offeror's discretion.

(f) The oral presentation slides (both transparencies used during the live oral presentation and paper copies in Volume II - Technical Proposal) shall conform to the following specifications:

- \* Dimensions of Slides: 8.5 inches by 11 inches

- \* Slide Orientation: Landscape
- \* Color of Ink on Slides: Blue and/or Black
- \* Font: Times New Roman
- \* Heading Font Size: 36 points
- \* Subheading Font Size: 28 points
- \* Text Font Size: 20 points
- \* Caption Font Size: 16 points

(g) The Contracting Officer will tell the Offeror when to start its oral presentation, will keep track of how much time has elapsed during the oral presentation, and will stop the Oral Presentation at the end of the allotted time period if the Offeror has not concluded its Oral Presentation.

(h) The Offeror's oral presentation shall not exceed three hours. The time limitation shall be strictly enforced, and the Contracting Officer reserves the right to terminate the presentation when it overruns the 1.5 hour limit. A 15-minute break will be given halfway through the presentation. This time will not count against the time limit. The time required for clarification will not be counted against the offeror's time limit.

(i) The oral presentation will be videotaped by the Government, be available to the Technical Evaluation Team for their review during the source selection, and be maintained as part of the source selection record. The videotape of the live oral presentation will be considered part of the Offerors' proposal and will not be releasable under the Freedom of Information Act.

(j) During the presentations, food and beverage are acceptable but the use of cellular phones and pagers shall be prohibited.

(k) Questions and "sidebar" conversations will not be permitted during the presentations.

(l) The Offeror may use notes during presentation. The Government before, during, or after the live oral presentation will accept no handout or supplemental notes of any kind. Promotional marketing tools shall not be a part of the presentation.

(m) The oral presentation shall not constitute discussions as defined in FAR 15.306. Furthermore, after completion of the oral presentation, the Government may request clarification of any points addressed which are unclear and may ask for an elaboration by the offeror on any point which was not adequately supported. Any such interchange between the Offeror and the Government will be for clarification only, and also will not constitute discussions. The offeror's answers to Government questions shall not be used to cure proposal deficiencies or material omissions, to materially alter the technical or cost elements of the proposal, or to otherwise revise the offeror's proposal in any way. The Government will not address questions raised by the offeror either during the live oral presentation or during the question and answer session.

## SECTION M EVALUATION FACTORS FOR AWARD

### M. 1 312-2 EVALUATION FACTORS FOR AWARD (MAY 2004)

(A) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation, has no deficiencies (as defined in FAR 15.001) and is most advantageous to the Government, cost or price and other factors considered. For this solicitation, price will be a substantial factor in source selection, however quality factors (including technical merit and past performance), considered together, are significantly more important than cost or price. The contracting officer will determine whether the difference in quality is worth the difference in cost or price.

#### (B) Past Performance

1. Each offeror's past performance will be evaluated based on the subfactors below. The past performance rating will be combined with the technical rating at a ratio of 36% past performance to technical to produce a combined quality rating. The relative importance of combined quality factors to cost or price is described in paragraph (A).
  2. Past performance subfactors:
    - a. Quality of Product or Service - compliance with contract requirements - accuracy of reports - appropriateness of personnel - technical excellence.
    - b. Problem Resolution - anticipates and avoids or mitigates problems - satisfactorily overcomes or resolves problems - prompt notification of problems - pro-active - effective contractor-recommended solutions.
    - c. Cost Control - within budget - current, accurate and complete billings - costs properly allocated - unallowable costs not billed - relationship of negotiated costs to actual - cost efficiencies.
    - d. Timeliness of Performance - meets interim milestones - reliable - stays on schedule despite problems - responsive to technical direction - completes on time, including wrap-up and contract administration - no liquidated damages assessed.
    - e. Business Relations - effective management - use of performance-based management techniques - business-like concern for the customer's interests - effective management and selection of subcontractors - effective small/small disadvantaged business subcontracting program - reasonable/cooperative behavior - effective use of technology in management and communication - flexible - minimal staff turnover - maintains high employee morale - resolves disagreements without being unnecessarily litigious.
    - f. Customer Service - understands and embraces service and program goals - team approach with the customer - satisfaction of end users with the contractor's service - positive customer feedback - prompt responses - courteous interactions - effective escalations and referrals - initiative and proactive improvements - creative service strategies.
- Bonus Rating--Where the offeror has demonstrated an exceptional performance level in any of the above six subfactors, the contracting officer may give additional consideration for that factor. It is expected that this rating will be used in those rare circumstances when contractor performance clearly exceeds the performance level of "excellent."
3. Past performance evaluation will be based on information obtained from the awards and references listed in the offeror's proposal, other customers known to the Government, consumer protection organizations, and others who may have useful and relevant information. Information will also be considered regarding any major subcontractors, and key personnel records. The currency and relevance of the information, source of the information, context

of the data, and general trends in contractor's performance will be considered. The contracting officer will give greater consideration to information about an offeror's past performance that the contracting officer considers either more reliable or more relevant to the effort required by this solicitation.

4. Evaluation of past performance may be quite subjective, based on consideration of all relevant facts and circumstances. It will include consideration of the offeror's commitment to customer satisfaction and will include conclusions of informed judgement.
5. An offeror will be given an opportunity to discuss adverse past performance information, if the offeror has not had a previous opportunity to comment on the information. The contracting officer may review recent contracts to ensure that corrective measures raised in discussions have been implemented. Prompt corrective action in an isolated instance might not outweigh an overall negative trend.
6. If no relevant information on past performance is available for an offeror, the offeror will not be evaluated favorably or unfavorably credit.

(C) Technical Evaluation Criteria: In accordance with the technical evaluation criteria, technical solutions that exceed any mandatory minimums will be given appropriate evaluation.

## M. 2 MSIX EVALUATION FACTORS

### Evaluation Factors

The evaluation of offers will be made in accordance with the evaluation factors shown in this section. Offerors shall review other Section M clauses for full details regarding these evaluation criteria for these factors.

Factor 1 - Technical Approach - 60 POINTS  
Sub-Factor 1 - Technical Understanding (30 points)  
Sub-Factor 2 - Soundness of Approach (30 points)

Factor 2 - Management Approach - 80 POINTS  
Sub-Factor 1 - Organizational Structure (15 points)  
Sub-Factor 2 - Personnel (35 points)  
Sub-Factor 3 - Teaming/Partnering Plan (5 points)  
Sub-Factor 4 - Quality Control (25 points)

Factor 3 - Offeror Experience - 60 POINTS  
Sub-Factor 1 - Technical Quality (15 points)  
Sub-Factor 2 - Timely Delivery of Services (10 points)  
Sub-Factor 3 - Schedule and Report Efficiencies (10 points)  
Sub-Factor 4 - Business Behavior (15 points)  
Sub-Factor 5 - Concern for the Customer's Interests (10 points)

Factor 4 - Cost/Price

NOTE: A Past Performance rating score (evaluated as 36 points for each 100 technical points) will be added to each offeror's technical evaluation score for a total technical quality score.

## M. 3 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

## M. 4 BUSINESS EVALUATION.TXT

## Cost Evaluation

The Government will evaluate each offeror's cost proposal as follows:

a. Evaluation of the proposed total cost to the Government over the 4 year performance period to determine that the proposed costs are valid, realistic and consistent with the offeror's technical proposal. The Government will assess the validity and realism of the model used to arrive at an expected cost that will be used in the Best Value determination.

b. The Government will evaluate the proposed CLIN values to be incorporated into Section B of the contract. It will evaluate the costs and support provided to ascertain if they are reasonable, realistic, and consistent with the requirements outlined in the PWS.

c. Cost/Price will be evaluated for reasonableness and realism in accordance with FAR 15.305(a)(1), 15.403-1(c)(1)(i)(B), and 15.404-1(d)(3). The cost (or pricing) data will be protected to avoid unintentional bias on the part of the evaluators.

d. No rating scale is used for cost evaluations since cost is not rated or scored. Cost realism based on the Offeror's proposal is used for tradeoffs between cost and other factors in determining Best Value.

Cost realism analysis is the process of independently evaluating specific elements of each offeror's cost estimate to determine whether the estimated cost elements are:

- \* Realistic for the work to be performed;
- \* Reflect a clear understanding of the requirements; and
- \* Are consistent with the unique methods of performance and materials described in the offeror's technical proposal.

The most probable cost estimate is a product of a cost realism analysis. Cost realism analysis is performed to determine if offerors fully understand the requirements or if there are quality concerns.